OIL, GAS AND MINERAL LEASE

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THIS LEASE AGREEMENT is made effective the

st day of

September, 2010, between

FRANKIE SCOTT HESS AND WIFE, GEORGIA LEE ELLIOTT HESS

as the Lessor (whether one or more), whose address is 521 Deer Creek Ct., Everman, Texas 76140-4705 and RANGE TEXAS PRODUCTION, LLC, as Lessee, whose address is 100 Throckmorton Street, Suite 1200, Fort Worth, TX 76102.

All printed portions of this lease were prepared by Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. <u>Description</u>. Lessor, in consideration of Ten and No/100 Dollars (\$10.00 & OGVC), in hand paid, of the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith including helium, carbon dioxide and other commercial gases as well as hydrocarbon gases (referred to herein as "covered minerals"), the following described land (the "leased premises") in <u>TARRANT</u> County, Texas, to-wit:

FOR A DESCRIPTION OF THE LEASED PREMISES AND ADDITIONAL TERMS AND CONDITIONS, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS OIL, GAS AND MINERAL LEASE.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

This lease also covers all interest in the leased premises now or hereafter owned or claimed by Lessor and any accretions and small strips or parcels of land owned or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rentals, royalties, and shut-in royalties hereunder, said land shall be deemed to be comprised of 0.2999 acre, whether it actually comprises more or less.

- 2. <u>Term of Lease</u>. This leaseshall be in force for a primary term of <u>three (3)</u> years from the effective date hereof, and for as long thereafter as a covered mineral is produced in paying quantities from the leased premises or this lease is otherwise maintained in effect pursuant to the provisions hereof.
- 3. Royalty. Royalties on covered minerals produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's field separator facilities, the royalty shall be one-fifth (1/16) of two the production, to be delivered at Lessee's corollor at the wellhead or to Lessor's credit at the oil purchases's transportation facilities, provided that Lessee shall have the confinuing right to purchase such production at the wellhead posted price then prevailing in the same field (or if there is no such price then prevailing in the same field (or if there is no such price then prevailing in the same field in which there is such a prevailing production of similar grade and gravity less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, (b) for gas (including casinghead gas) and all other covered minerals, the royalty shall be one-fifth (1/16) of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes such production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and (c) if at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in partiquiant production of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in partiquiant times on lessee premises or land or leases aball not terminate, (unless released by the Lessee), and it shall nevertheless be considered that oil and/or gas is being produced from leased premises or the or leases produced therewith but oil or gas is not being sold or used and this lease is not then being maintained by multi
- 4. Operations. If, at or after expiration of the primary term, this lease is not otherwise being maintained but Lessee is then engaged in drilling, reworking or other operations calculated to obtain or restore production from the leased premises, this lease shall remain in effect so long as such operations are conducted with no cessation of more than 90 consecutive days and, if such operations result in the production of a covered mineral, as long thereafter as there is production from the leased premises. If, after expiration of the primary term, Lessee drills a dry hole on the leased premises or if all production of covered minerals should permanently cease from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall remain in effect if Lessee commences drilling, reworking or other operations on the leased premises within 90 days thereafter. After production has been established on the leased premises, Lessee shall drill such additional wells as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or (b) protect the leased premises from uncompensated drainage by a well producing a covered mineral in paying quantities located within 330 feet of and draining the leased premises. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.
- 5. Pooling. Lessee shall have the continuing recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%; and for an oil well which is a horizontal completion or a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority having jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal compenent of the gross completion interval exceeds 100 feet in length. Lessee may pool or combine the leased premises or any portions thereof, as above provided as to oil in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata and

and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so would, in the judgment of the Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of the revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the date of the revision. Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result from the inclusion of such separate tracts within the lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph with consequent allocation of the production as herein provided. Furthermore, the inclusion or two or more separate tracts within the description of this lease shall not be construed as an offer by Lessor or Lessee to pool the royalty interest among the royalty owners of the separate tracts. As used herein the words "separate tract" mean any tr

- 6. Ancillary Rights. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and transport production. In exploring, developing, producing or marketing from the leased premises in the ancillary rights granted herein shall apply (as to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises. No surface location for a well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent, and Lessee shall pay for actual damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to the commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within 180 days following the expiration thereof. As a result of land development in the vicinity, surface locations for well sites in the vicinity may be limited and lessee in which it is lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and lessee, premises or off of lands with whi
- 7. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of the Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.
- 8. Warranty of Title. Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises.
- 9. Release of Lease. Lessee may, at any time and from time to time, deliver to the Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.
- 10. Regulation and Delay. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells. Nothwithstanding the provisions of paragraph 2 above, when drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure") this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.
- 11. <u>Breach or Default.</u> An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work as a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless the Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principle agent relationship between Lessor and Lessee for any purpose.
- 12. Right of First Refusal. In the event Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase, from Lessor, a new lease covering any or all of the substances covered by this lease and covering all or a portion of the leased premises, with the new lease becoming effective upon expiration of this lease, Lessor agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of twenty (20) days after Lessee's receipt of the notice shall have the prior and preferred right and option to purchase a new lease, or part thereof, or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

IN WITNESS WHEREOF, this lease is executed effective the date first above written, and upon execution shall be binding upon the signatory party whether or not the lease has been executed by all parties named herein as Lessor.

LESSOF:

South 19 Scott Hear

This instrument was acknowledged before me this

CEODCIA SE FILIOTT HES

ACKNOWLEDGMENT STATE OF TEXAS

COUNTY OF TARRANT

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GRANT RANDY HAMILTON Notary Public, State of Texas My Commission Expires July 20, 2013

_ day of September, 2010, by Frankie Scott Hess and wife, Georgia Lee Elliott Hess.

Notary Public, State of Texas

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF OIL, GAS AND MINERAL LEASE DATED SEPTEMBER 1, 2010 BY AND BETWEEN FRANKIE SCOTT HESS AND WIFE, GEORGIA LEE ELLIOTT HESS, AS LESSOR AND RANGE TEXAS PRODUCTION, LLC, AS LESSEE.

DESCRIPTION:

Lot 5, Block 14, Chambers Creek Addition, Unit One, To the City of Everman, Tarrant County, Texas, according to the Plat recorded in Volume 388-68, Page 54, Plat Records, Tarrant County, Texas.

ADDITIONAL PROVISIONS:

Anything contained herein to the contrary notwithstanding, it is expressly agreed and understood that the provisions set out below shall have controlling effect in the event any inconsistency and/or conflict exists between such provisions and the printed lease form provisions set out above.

- 13. This lease shall include all streets, alleyways, easements, gores and strips of land adjacent thereto.
- 14. It is hereby agreed and understood there shall be no Drilling Activity on the Surface of the above described leased premises, without prior written permission from the Lessor herein. However, this waiver of surface rights shall not be construed as a waiver of the right of Lessee to exploit, explore for, develop, or produce such oil or gas with wells drilled from outside of the leased premises, including, but not limited to, directional wells bottomed beneath or drilled through any part (other than surface).
- 15. In the event that the leased premises are subject to covenants, deed restrictions, drilling ordinances, permit requirements from any authority, or any other impediment that would not permit directional or horizontal drilling methods from a location outside the subdivision or addition identified in the leased premises or on additional tracts with which the Leased premises are pooled, then Lessor hereby consents to and irrevocably designates Lessee as Lessor's agent to acquire permits and/or take steps to amend, modify or change any covenants, deed restrictions, or remove any other impediment using lawful means so as to allow directional or horizontal drilling methods from locations outside the subdivision or addition described in the leased premises. Lessor further agrees to allow a high impact drilling permit in the event that one is required to develop the mineral rights, and authorizes Lessee to represent to any authority that such consent has been granted. Lessee shall be responsible for all cost and expense securing any such change and shall hold harmless and indemnify Lessor from any claims and expense incurred in securing any amendment, change, modification or permit. Since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land.

SIGNED FOR IDENTIFICATION:

FRANKIE SCOTT HESS

CEODCIA INT FILIOTT HESS

Range Resources Corporation 100 Throckmorton St., Ste. 1200 Fort Worth, TX 76102

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

RANGE RESOURCES CORPORATION 100 THROCKMORTON ST STE 1200 **FT WORTH, TX 76102**

Submitter: CWC ENERGY INC

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:

12/10/2010 7:32 AM

Instrument #:

D210304869

LSE

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\$24.00

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D210304869

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK